

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

TRUSTONE FINANCIAL FEDERAL
CREDIT UNION

Respondent,

and

OFFICE AND PROFESSIONAL
EMPLOYEES INTERNATIONAL UNION,
LOCAL 12, AFL-CIO,

Charging Party.

Cases 18-CA-158210
18-CA-163034
18-CA-165634

**JOINT MOTION FOR REMAND OF
COMPLAINT AND RELATED CASES**

JOINT MOTION FOR REMAND

I. FACTUAL BACKGROUND AND PROCEDURAL OVERVIEW:

TruStone Financial Federal Credit Union (“Respondent” or “Employer”) and the Office and Professional Employees International Union, Local 12 (“Charging Party” or “Union”) (collectively “Parties”) state as follows with respect to the above-captioned National Labor Relations Board cases (“Cases”):

1. The above-referenced unfair labor practice Cases and related Charges arise from a dispute between the Respondent and the Union regarding the scope of the bargaining unit which the Union represents. In brief, the Respondent opened two new branch credit unions, in locations and under circumstances, which the Respondent believed were outside the scope of the Union represented bargaining unit. The Respondent based its position in that respect upon the terms of a series of neutrality agreements which the Respondent understood it had entered into with the Union. The Respondent opened the two new branches in August and October, 2015. The Union has disputed the Respondent’s position with respect to the purported neutrality

agreements, and the Respondent's position regarding the scope of the Union represented bargaining Unit.

2. The Union subsequently disputed the Respondent's opening of the two new branches, and filed the above-captioned unfair labor practice charges ("Charges") and two grievances ("Grievances"). The Respondent denied the Union's Grievances, and denied the allegations in the above-referenced unfair labor practice Charges;

3. The NLRB subsequently issued a series of amended and consolidated complaints, which embodied the Union's Charges;

4. On April 13, 2016, National Labor Relations Board Administrative Law Judge Dibble issued her Decision regarding the NLRB's consolidated Complaint. The Respondent and General Counsel have filed Exceptions to that Decision;

5. The Parties have since agreed to resolve all aspects of the labor dispute which precipitated the above-captioned unfair labor practice Charges and Grievances;

6. The Parties have entered into a Comprehensive Agreement, pursuant to which the Respondent has agreed to remedy the actions which the Charging Party challenged through its Grievances, unfair labor practice Charges, and the NLRB's Complaint. A copy of that Agreement is attached to this Motion as Exhibit No. 1;

7. The Charging Party is satisfied that the Agreement which the Parties have reached fully remedies the Charging Party's allegations and objections regarding the Respondent's alleged violations of the National Labor Relations Act ("Act");

8. The Parties' basis for this Joint Motion for Remand, and ultimate dismissal of the pending Charges and related Cases may be summarized as follows:

- A. The Parties' Agreement would resolve a dispute which has its genesis in a vague 1979 NLRB Certification of the Union at unit employees' representative, which set the stage for the Parties' labor dispute and related Cases;
- B. The Parties' Agreement would expeditiously resolve the Parties' dispute and related Cases, and would save the Parties, the NLRB, and federal courts, years of litigation, uncertainty, and delay. The Parties' Agreement comprehensively remedies the Union's Charges. The Parties are prepared to negotiate regarding and resolve any remedial aspect of the Agreement which will need to be clarified in the course of implementation;
- C. The Parties' Agreement resolves all questions with respect to the employees' Union representation and labor Agreement coverage, probably many months or perhaps years before the Cases would otherwise be fully litigated;
- D. The terms of the Parties' Agreement will effectuate the purpose of the Act, and are consistent with the collective bargaining interests of the Union and the employees which it represents. Furthermore, the Parties' Agreement will provide certainty with respect to the scope of the Union represented bargaining Unit, and help the Parties' avoid future related disputes.

II. MOTION:

1. The Parties hereby move the National Labor Relations Board for an Order remanding the Cases to the Regional Director for Region 18, for review and dismissal in

response to Charging Party's request that they (the Charging Party) be permitted to withdraw their Charges.

III. CONCLUSION:

The Parties request that the Board remand the Cases to the Regional Director for Region 18, for action consistent with this Motion and related Agreement.

Date: October 17, 2016

Respectfully submitted,

FOX ROTHSCHILD LLP

By: 

Robert C. Castle

Elizabeth A. Patton

Campbell Mithun Tower, Suite 2000

222 South Ninth Street

Minneapolis, MN 55402-338

Telephone: (612) 607-7000


Facsimile: (612) 607-7100

Email: rcastle@foxrothschild.com

epatton@foxrothschild.com

**ATTORNEYS FOR RESPONDENT
TRUSTONE FINANCIAL FEDERAL
CREDIT UNION**

Date: October 17, 2016


Ryan Mortensen, J.D.

Business Manager

OPEIU Local 12

2277 Highway 36W, STE 150

Roseville, MN 55113

Telephone: (651) 639-1212

Facsimile: (651) 639-1210

**LEGAL REPRESENTATIVE FOR
CHARGING PARTY OFFICE AND
PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION, LOCAL 12,
AFL-CIO**